

2011 WL 2676953 (Tex.Dist.) (Trial Pleading)
District Court of Texas.
Tarrant County

Shiraz SHALWANI, Individually, and as Next Friend of Sadruddin Shalwani, Plaintiff,

v.

Feroz SHALWANI, Platium Shalwani, Zarin, Inc., Shal-Breck, Inc.
Shal-Dal, Inc., Shal-Port, Inc. Natasha Enterprises, Inc., Defendants.

No. 236-253760.
June 30, 2011.

Plaintiffs' Original Petition

W.T. Skip Leake P.C., [W.T. "Skip" Leake](#), TBN: 12092350, Email: wtsleake @wtskipleake.com, Donald R. Miller, TBN: 24070273, Email: drmillar @wtskipleake.com, Whitney Collins, TBN: 24074057, Email: wmcollins @wtskipleake.com, Landmark Building, 2201 North Collins Street, Suite 110(76011), P.O. Box 201786, Arlington, Texas 76006-1786, Phone: (817) 469-7111, Fax: (817) 469-7020.

NOW COMES Shiraz Shalwani ("Shiraz"), Plaintiff, individually and as next friend of Sadruddin Shalwani ("Sadruddin") in the above styled and numbered cause, and files this his Original Petition against Feroz Shalwani ("Feroz"), individually, and acting within the course and scope of his authority as President of Zarin, Inc.; Feroz Shalwani acting within the course and scope of his authority as President of Shal-Breck, Inc.; Feroz Shalwani acting within the course and scope of his authority as President of Shal-Dal, Inc.; Feroz Shalwani acting within the course and scope of his authority as President of Shal-Port, Inc.; and Feroz Shalwani acting within the course and scope of his authority as President of Natasha Enterprises, Inc.; Platinum Shalwani ("Platinum"); Zarin, Inc. ("Zarin"); Shal-Breck, Inc. ("Shal-Breck"); Shal-Dal, Inc. ("Shal-Dal"); Shal-Port, Inc. ("Shal-Port"); and Natasha Enterprises, Inc. ("Natasha"), and would respectfully show the Court as follows:

I. DISCOVERY CONTROL PLAN

1. Shiraz, Plaintiff, intends to conduct discovery under Level III of the Texas Rule of Civil Procedure 190.

II. PARTIES

2. Plaintiff Shiraz Shalwani is an individual and resident of Dallas County, Texas.
3. Plaintiff Sadruddin Shalwani is an individual and resident of Tarrant County, Texas.
4. Defendant Feroz Shalwani is an individual and resident of Tarrant County, Texas and can be served with process at his residence, 5009 Auburndale Avenue, Colleyville, Tarrant County, Texas 76034 or wherever he may be found.
5. Defendant Platinum Shalwani is an individual and a resident of Tarrant County, Texas and can be served with process at his residence, 5009 Auburndale Avenue, Colleyville, Tarrant County, Texas 76034 or wherever she may be found.
6. Defendant Zarin, Inc. is a Texas Corporation that can be served with process through its registered agent, Feroz Shalwani, located at 2000 Murphy Drive, Bedford, Tarrant County, Texas 76021.

7. Defendant Shal-Breck, Inc. is a Texas Corporation that can be served with process through its registered agent, Feroz Shalwani, located at 2000 Murphy Drive, Bedford, Tarrant County, Texas 76021.

8. Defendant Shal-Dal, Inc. is a Texas Corporation that can be served with process through its registered agent, Feroz Shalwani, located at 2000 Murphy Drive, Bedford, Tarrant County, Texas 76021.

9. Defendant Shal-Port, Inc. is a Texas Corporation that can be served with process through its registered agent, Feroz Shalwani, located at 2000 Murphy Drive, Bedford, Tarrant County, Texas 76021.

10. Defendant Natasha Enterprises, Inc. is a Texas Corporation that can be served with process through its registered agent, Feroz Shalwani, located at 2000 Murphy Drive, Bedford, Tarrant County, Texas 76021.

III. VENUE

11. Venue is mandatory in Tarrant County, Texas pursuant to [Tex. Civ. Prac. & Rem. Code §15.011](#) because this suit involves a dispute over land located in Tarrant County, Texas.

12. Venue is also proper in Tarrant County, Texas pursuant to [Tex. Civ. Prac. & Rem. Code §15.002\(a\)\(1\)](#), as all or a substantial part of the events giving rise to the stated claims occurred in Tarrant County, Texas and pursuant to [§15.002\(a\)\(2\)](#), as Tarrant County is the County of Defendant Feroz Shalwani's residence.

IV. SHIRAZ AS NEXT BEST FRIEND OF SADRUDDIN

13. Sadruddin is the father of Shiraz and Feroz.

14. Shiraz represents Sadruddin as Sadruddin's next friend, as Sadruddin is incompetent and incapable of properly caring for his own interests in the litigation.

15. Under Texas law, one may be represented by a next friend though he is not non compos mentis if he is, "by reason of mental or bodily infirmity, incapable of properly caring for (his) own interests in the litigation."¹

16. Sadruddin has endured years of physical, mental, and emotional abuse from his son Feroz. Feroz purportedly transferred all of Sadruddin's assets from Sadruddin's name into Feroz's name and affirmatively concealed these purported transfers from Sadruddin and Shiraz.

17. As a result of the physical, mental, and emotional abuse that Sadruddin has endured at the hands of Feroz, Sadruddin lives in extreme fear of Feroz, and said fear has made Sadruddin incompetent and unable to care for his own interests in this litigation.

18. Since Sadruddin is incapable of caring for his own interests in this litigation, Shiraz brings this suit on Sadruddin's behalf as the next friend of Sadruddin.

V. FACTS

19. The Articles of Incorporation for Zarin were filed with the Texas Secretary of State on October 10, 1985. Sadruddin owned 100% of the stock in Zarin, and Zarin was to be family operated with his two sons, Feroz and Shiraz. Zarin was formed for the benefit of the family.

20. On October 10, 1985, Zarin held an organizational meeting of the Board of Directors. During this meeting, Sadruddin was elected as President and Director of Zarin, and Feroz was elected as Secretary, Treasurer, and Director of Zarin.

21. In April 1986, Zarin acquired its first business, a Partnership C-Store that was called Sunny Food Market. It was located on Center Street in Arlington, Texas and was purchased for approximately \$55,000.

22. Sunny Food Market was sold in November 1986 for a loss of about \$5,000. Sadruddin put the balance of approximately \$30,000 into his personal bank account. During this period of time, Sadruddin, Shiraz, and Feroz all lived together in an apartment, had one bank account, and all contributed to household expenses.

23. On January 1, 1987, Zarin held its annual meeting of the Shareholders of Zarin. During this meeting, Sadruddin, Feroz, and Shiraz were nominated as Directors. During the meeting, it was unanimously approved that Zarin would sell Sunny Food Market. These meeting minutes ratified the sale of Sunny Food Market, which was sold in November 1986.

24. On January 1, 1989, there was a Board of Directors meeting for Zarin. During this meeting, Sadruddin, Feroz, and Shiraz were nominated as directors.

25. In May 1989, Exxon Corporation gave Shiraz the opportunity to lease a brand new gas station at no cost. The gas station was named Mike's Exxon (also known as Hawn Freeway Exxon), and it was located at 8015 CF Hawn Freeway, Dallas, Texas. Shiraz entered into a one-year trial dealership agreement with Exxon; if Shiraz did well running the business, Exxon would extend the dealership agreement after the one-year trial term.

26. Exxon owned the property and building where Mike's Exxon was located. Mike's Exxon was operated under Zarin, but the dealership agreement was between Exxon and Shiraz. Shiraz's name was on the lease of the Exxon station.

27. Shiraz and Sadruddin took out approximately a \$30,000 loan under Zarin from NCNB to purchase the inventory for Mike's Exxon. Shiraz and Sadruddin both personally guaranteed the loan. A separate Zarin bank account was opened for Zarin d/b/a Mike's Exxon at NCNB Bank, and Shiraz, Feroz, and Sadruddin were all signatories on the account. Zarin d/b/a Mike's Exxon brought in a positive cash flow of approximately \$20,000 per month.

28. In October 1989, approximately \$60,000 was transferred from Zarin d/b/a Mike's Exxon's bank account and put towards a down payment for a new house, and approximately \$20,000 was transferred from Zarin d/b/a Mike's Exxon's bank account and used to furnish the house. Sadruddin, Shiraz, and Feroz all moved into the house together.

29. From 1989 to 1990, Mike's Exxon was the only business that Zarin owned. In October 1990, the family purchased a second Exxon gas station called Mockingbird Exxon. Under the advice of an accountant, Mockingbird Exxon was opened under a new company called Natasha.

30. Natasha was incorporated in 1989. Sadruddin owned 100% of the stock in Natasha, and Natasha, like Zarin, was to be operated for the benefit of the family.

31. Approximately \$75,000 was taken from Zarin d/b/a Mike's Exxon and was put down as a down payment for Natasha to acquire the Mockingbird Exxon. Approximately \$60,000 from Zarin d/b/a Mike's Exxon was used to purchase inventory and to pay the fees required to open Mockingbird Exxon. All of the capital contributed to Natasha to open Mockingbird Exxon came from Zarin.

32. A new bank account for Natasha d/b/a Mockingbird Exxon was opened up at NCNB. Feroz ran the Mockingbird Exxon because Shiraz was still on a one-year trial dealership agreement with Exxon to run Mike's Exxon and therefore was unable to run another gas station at that time.

33. In 1991, Feroz closed Zarin d/b/a Mike's Exxon bank account. Feroz's name was on the account, and only one signature was required to close the account. At the time the account was closed, it had a purported balance of approximately \$125,000. The approximately \$125,000 was transferred to Natasha by Feroz.

34. Shiraz did not complain to Feroz or Sadruddin about Feroz's conduct, because Shiraz knew that Natasha was being operated for the family, and because Shiraz thought this might make Shiraz lose other business opportunities from Exxon.

35. On March 26, 1991, Zarin purportedly held a Special Directors' Meeting. During the meeting, Zarin purportedly sold Mike's Exxon Shop No. 6-0688 to Shamil for the assumption of the liabilities of Mike's Exxon Shop No. 6-0688. Sadruddin was elected President, and Feroz was elected Vice President, Secretary, and Treasurer, purportedly eliminating Shiraz completely from the business.

36. The March 26, 1991 Special Directors' Meeting minutes were purported corporate minutes purportedly signed by Sadruddin. Sadruddin never signed these minutes, Sadruddin never believed he signed these minutes, and Sadruddin does not remember signing them. If in fact Sadruddin signed them, Sadruddin signed them under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

37. Upon information and belief, this was the beginning of Feroz's fraudulent manipulation of the corporate formalities of the family businesses. Feroz affirmatively concealed these manipulations of the corporate formalities from Sadruddin and Shiraz.

38. Around the same time in 1991, Sadruddin, Zarina, Feroz, and Platinum all lived together in a house located at 3544 Paint Brush Lane, Bedford, Tarrant County, Texas 76021. While living together, Feroz and his wife, Platinum Shalwani ("Platinum"), tormented Sadruddin and his wife, Zarina Shalwani ("Zarina") with both physical and verbal abuse.

39. On one occasion while Sadruddin and Zarina were living with Feroz and Platinum, Zarina asked Platinum to help with household chores. Platinum became livid, told Zarina that Platinum was not a servant, and slapped Zarina across the face. The confrontation between Platinum and Zarina became so heated that the police were called to diffuse the situation.

40. Shortly after the confrontation between Platinum and Zarina, Sadruddin and Zarina moved out of the house at 3544 Paint Brush Lane, Bedford, Tarrant County, Texas 76021 and into a rental apartment so that they would not have to endure anymore violence or threats of violence from Feroz and Platinum.

41. On May 20, 1992, Zarin purportedly held a Special Directors' Meeting. The minutes of the meeting state that Sadruddin was present at the meeting, and his purported signature appears in the signature block at the end of the document reciting the minutes. These corporate minutes were purportedly signed by Sadruddin. Sadruddin never signed these minutes, Sadruddin never believed he signed these minutes, and Sadruddin does not remember signing them. If in fact Sadruddin signed them, Sadruddin signed them under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

42. In 1992, Zarin bought Benbrook Exxon, located at Highway 820 and Highway 20 in Benbrook, Texas. Benbrook Exxon cost approximately \$120,000, and in 1994 it was sold for approximately \$175,000.

43. In September 1993, Zarin acquired Town East Exxon for approximately \$110,000. Shiraz helped Zarin get the Town East Exxon from Exxon. Zarin acquired only the business, not the property on which the business was located. In 2003, Zarin sold the Town East Exxon to Exxon Corporation for approximately \$225,000.

44. In November 1993, Zarin acquired Collins Mobil for approximately \$115,000. Eventually, in 1997, Zarin bought the property and improvements at a cost of approximately \$435,000. Zarin made improvements worth approximately \$1.1 million for a brand new gas station. The station is still operating today, and it is valued at approximately \$2.6 million.

45. In 1994, Sadruddin suffered a heart attack and was admitted into HEB Methodist Hospital. This drastically reduced Sadruddin's ability to be involved in the family businesses.

46. In December 1995, Sadruddin, Shiraz, and Feroz formed a new corporation called Shal-Dal. Shiraz brought assets to Shal-Dal that were worth approximately \$3 million.

47. Shal-Dal was incorporated in 1995 and Sadruddin owned 100% of the stock in Shal-Dal, and Shal-Dal, as all the other family businesses, was to be operated for the family.

48. One of the assets that Shiraz brought to Shal-Dal was a gas station, Mike's Mobil #3. After Mike's Mobil #3 was brought to Shal-Dal, it was renamed Lochwood Mobil. The assets of Lochwood Mobil included the value of the business and the property on which it was located, which was approximately \$2.8 million. An approximate \$1 million loan taken out for Lochwood Mobil. The loan was in the name of Shal-Dal, and it was personally guaranteed by Shiraz.

49. Later, Exxon offered Shiraz another gas station, Empire Central Exxon, which was located at 8405 Stemmons Freeway, in Dallas, Texas. Empire Central Exxon was put under Natasha, and the lease was under Natasha. A down payment of approximately \$75,000 was put down to acquire the station, and the money for the down payment was taken from the family businesses, Zarin, Shal-Dal, Shal-Breck, Shal-Port, and Natasha.

50. On December 12, 1995, Zarin purportedly held a Board of Directors meeting. Although the minutes of the meeting indicate that Feroz and Sadruddin were present at the meeting, Sadruddin did not attend the meeting. These corporate minutes were purportedly signed by Sadruddin. Sadruddin never signed these minutes, Sadruddin never believed he signed these minutes, and Sadruddin does not remember signing them. If in fact Sadruddin signed them, Sadruddin signed them under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

51. In November 1996, Sadruddin, Shiraz, and Feroz formed Shal-Port. Sadruddin owned 100% of the stock in Shal-Port, and Shal-Port, as all the other family businesses, was to be operated for the family.

52. In January 1997, Shal-Port acquired seven acres of land for approximately \$1,060,000. Shiraz signed a contract with Shell for an HEB Shell, which was located at 2000 Murphy Drive in Bedford, Texas. An approximate \$1.2 million loan was taken out to build the HEB Shell; it was personally guaranteed by Shiraz, Sadruddin, and Feroz. The HEB Shell was built and put under Shal-Port.

53. The HEB Shell was built on two of the seven acres that Shal-Port acquired. In November 1998, the remaining five acres were sold for approximately \$1.6 million, and that money went towards paying off the loan. The gas station is currently operated under Shal-Port as HEB Texaco, and its assets are worth approximately \$2 million.

54. In December 1996, Sadruddin, Shiraz, and Feroz formed Shal-Breck. Sadruddin owned 100% of the stock in Shal-Breck, and Shal-Breck, as all the other family businesses, was supposed to be operated for the family.

55. In March 1997, Shal-Breck purchased seven acres of land to develop Shiloh Mobil. Shiloh Mobil was supposed to be built on two acres of land for approximately \$1.7 million. Mobil Oil put an approximate \$300,000 down payment, which would not have to be paid back so long as there was a 10-year contract for gasoline between Mobil Oil and the Shal-Breck.

56. Feroz did not follow through with getting a construction loan so that construction could begin on Shiloh Mobil, so there was no development done on the property. Payment for the approximate \$1.7 million note and the approximate \$300,000 down payment from Mobil Oil was coming from Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha.

57. In September 2007, Shal-Breck sold the property for approximately \$2.7 million.

58. On December 30, 1996, Zarin purportedly held a Board of Directors meeting. The minutes of the meeting indicate that Feroz and Sadruddin were present at the meeting. The meeting minutes were purportedly signed by Sadruddin. Sadruddin never signed these minutes. Sadruddin never believed he signed these minutes, and Sadruddin does not remember signing them. If in fact Sadruddin signed them, Sadruddin signed them under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

59. On May 1, 1997, Zarin purportedly held a Special Directors' Meeting. The purported minutes of the meeting state that Sadruddin and Feroz were present at the meeting. Feroz was purportedly elected as President, Vice President, Secretary, and Treasurer of Zarin. A purported resolution was also allegedly passed, claiming 1000 shares of Common Stock of Zarin were to be transferred from Sadruddin to Feroz for the amount of \$1.00.

60. The May 1, 1997 Special Directors' Meeting minutes were purportedly signed by Sadruddin. Sadruddin never signed these minutes, Sadruddin never believed he signed these minutes, and Sadruddin does not remember signing them. If in fact Sadruddin signed them, Sadruddin signed them under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

61. During all this time, Feroz continued to physically and verbally abuse his father, Sadruddin. Feroz punched Sadruddin in the face at the HEB Shell station, which was located at 2000 Murphy Road in Bedford, Texas. Using extreme profanity, Feroz demanded that Sadruddin leave the gas station. Sadruddin, scared of Feroz's violent and unpredictable behavior, left the gas station.

62. Feroz was still taking care of the businesses. Sadruddin had no ability to stand up to Feroz due to the verbal and physical abuse of Feroz. Sadruddin still did not know that Feroz had purportedly transferred all of the stock to Feroz in Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha to Feroz because Feroz affirmatively continually concealed this information from both Sadruddin and Shiraz.

63. Continuing in 1997, Shiraz had opportunities arise with Shell Oil. Shell offered Shiraz the Fossil Creek Shell Station, which was a Jack-in-the-Box and a Shell gas station. The Fossil Creek Shell Station was located on Beach Street, in Fort Worth, Texas. The lease for Fossil Creek Shell was placed under Zarin, and the business was placed under Natasha.

64. At this point, Feroz was overwhelmed with the number of family projects. Feroz's behavior was erratic and unpredictable because of the ongoing stress, and Feroz continually lashed out at both Sadruddin and Shiraz. This behavior forced Sadruddin and Shiraz away.

65. While the family businesses were running, Shiraz started side businesses that Shiraz ran on his own. These side businesses had no involvement with the family businesses.

66. In 2004, Shiraz began to work with Zarin again at Sadruddin's request. For eight to nine months, Shiraz helped the HEB Shell by improving the looks and sales of the station.

67. Around this time, US Restaurant Properties sued Zarin because Feroz was not paying rent at the Fossil Creek Shell Station. Shell had an investment in the Fossil Creek Shell Station, so Shell had to get involved to resolve the lawsuit. The lawsuit was settled, with Feroz receiving \$150,000 in exchange for letting go of the lease. Only Feroz knows what happened to these funds.

68. Because of the previous lawsuit with US Restaurant Properties, the HEB Shell lost the Shell flag. Shiraz helped Feroz get a Texaco flag for this location. Around this time, Feroz again started giving Shiraz problems.

69. In 2005, Zarin purchased a closed Exxon Station located at 3300 Denton Highway, Haltom City, Texas for \$350,000. It was valued at approximately \$650,000 and was approved for a 7-11 franchise location.

70. In 2007, Feroz purportedly sold Sadruddin's house at 3544 Paint Brush Lane, in Bedford, Texas. Feroz fraudulently signed the documents for Sadruddin as his purported attorney-in-fact pursuant to a purported written Power of Attorney. However, no written Power of Attorney stating that Feroz was Sadruddin's attorney-in-fact can be located. There was no written Power of Attorney executed by Sadruddin filed with the Tarrant County Clerk. Feroz did not have the authority to sell Sadruddin's house.

71. In 2009, Zarina passed away. Feroz did not attend Zarina's funeral. Instead, Feroz and his immediate family left for a European cruise the day after Zarina died. Feroz used money from Zarin, Shal-Port, Shal-Breck, Shal-Dal, and Natasha to fund the family trip.

72. After Zarina's death, Feroz became even more physically and mentally abusive toward Sadruddin. Feroz told Sadruddin, "Now that mom is not here, I will abuse you. I will do whatever I want."

73. At this point, Feroz still purportedly controlled all of Sadruddin's assets, but went one step further and converted all of Sadruddin's assets into Feroz's own name. Feroz concealed this from Sadruddin and Shiraz. Feroz continued to abuse Sadruddin. Feroz questioned every charge on Sadruddin's credit card.

74. In 2010, Sadruddin married his current wife, Parveen Shalwani ("Parveen"). Feroz continued abusing Sadruddin and then began abusing Parveen. When Sadruddin and Parveen were married, Feroz told Parveen that Sadruddin does not own anything. Parveen has witnessed Feroz's abuse toward Sadruddin and suffers from high blood pressure and sleeplessness as a result of Feroz's constant abuse.

75. Sadruddin recently discovered that on March 23, 2010, Feroz fraudulently executed a General Warranty Deed that fraudulently conveyed Sadruddin's current home, which is located at 2000 Park Vista Lane, Euless, Tarrant County, Texas 76039, from Sadruddin and Feroz to Feroz.

76. The General Warranty Deed was allegedly signed by Sadruddin. Sadruddin never signed the General Warranty Deed, Sadruddin never believed he signed the General Warranty Deed, and Sadruddin does not remember signing the General Warranty Deed. If in fact Sadruddin signed the General Warranty Deed, Sadruddin signed it under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

77. In May 2010, Sadruddin and Parveen went to H-Bank to get Parveen's name put on Sadruddin's personal bank account. Parveen's name was never added to the bank account because of Feroz. Feroz told Parveen that Feroz was paying all of the bills and all of the expenses.

78. Feroz then added Feroz on Sadruddin's bank account, even though Sadruddin never agreed to allow Feroz to sign on Sadruddin's account. Sadruddin never signed anything authorizing Feroz to be added to Sadruddin's bank account.

79. In July 2010, Parveen had cataract surgery. The bill for Parveen's surgery went to Feroz, which infuriated Feroz.

80. In July 2010, Sadruddin went to Shal-Port's HEB Shell, which is located at 2000 Murphy Drive, Bedford, Texas, and Feroz gave Sadruddin the telephone bills for the gas station and stated that Sadruddin was responsible for paying them. Feroz told Sadruddin, "Get out of the gas station or I will call the police."

81. Parveen's daughter got married on July 31, 2010. Sadruddin spent approximately \$6,000 on the wedding, and Feroz was furious. Feroz told Sadruddin, "Your wife is here only for your money. You keep bringing in more widows and orphans and helping them."

82. In October 2010, Sadruddin finally actually discovered the ongoing fraudulent practices of Feroz. At this point, Sadruddin did not know what to do because Feroz allegedly purportedly controlled all of Sadruddin's assets, including Sadruddin's income, Sadruddin's house, and Sadruddin's car, and Feroz controlled all of the family businesses, including the assets, property, and stocks of Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha, all due to Feroz's continued fraudulent manipulation and affirmative concealment of same from Shiraz and Sadruddin.

83. In October 2010, Sadruddin informed Shiraz that Feroz had approached Sadruddin and declared that all the family businesses and assets belonged to Feroz, and that Sadruddin and Shiraz could "go to hell." Sadruddin is now entirely financially dependent on Feroz. Feroz pays all of Sadruddin's expenses and provides Sadruddin with the money that Sadruddin needs to survive on a daily basis.

84. Feroz continually threatens Sadruddin with violence, and Sadruddin fears for his well-being on a daily basis.

85. Feroz has recently again threatened Sadruddin that Feroz is going to ensure that Sadruddin and Parveen end up on the street without any place to live.

86. Feroz has threatened to remove Sadruddin's name from Zarin's corporate account and leave Sadruddin without a source of income. Feroz has also told the on-site managers of all the family gas stations owned by Zarin, Shal-Breck, Shal-Dal, Shal-Port, and Natasha that they are to call the police if Sadruddin comes to the properties.

87. Feroz has closed all of Sadruddin's credit card accounts, which caused Sadruddin's credit score to drop.

88. Feroz has told Parveen that Sadruddin does not own anything, neither a house nor a corporation.

89. Feroz's constant mental and physical abuse toward Sadruddin has caused Parveen to have high blood pressure and insomnia.

90. On April 8, 2011, Feroz went to see Sadruddin at the HEB Shell on 2000 Murphy Road, Bedford, Texas. Feroz told Sadruddin he needed to decide if Sadruddin was on Feroz's side or Shiraz's side. Sadruddin said he was not going to take sides and that the family businesses, Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha all belonged to Sadruddin and not Feroz. Feroz told Sadruddin, "Get out. I will see you in court. I will not pay you anything."

91. On April 15, 2011, Sadruddin called Feroz and demanded that Feroz return the family businesses that Feroz had stolen from Sadruddin. Feroz refused, telling Sadruddin, "I will make you a beggar."

92. Sadruddin is currently so afraid of Feroz that Sadruddin is unable to make decisions regarding himself or the family businesses.

VI. CAUSES OF ACTION – Sadruddin and Shiraz

Count I: Declaratory Judgment

93. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

94. Shiraz requests that the Court declare that Sadruddin is the rightful owner of 100% of the stock in Zarin, Shal-Breck, Shal-Dal, Shal-Port, and Natasha.

95. Shiraz requests that the Court declare that Shiraz is a rightful owner of a share of the family business.

Count II: Breach of Fiduciary Duty Against Feroz

96. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

Breaches as to Sadruddin—The Stock and the Houses

97. As a father and son, Sadruddin and Feroz have a fiduciary relationship.

98. When Zarin was formed in 1985, Sadruddin owned all issued and outstanding shares in Zarin. When formed, Sadruddin also owned all issued and outstanding stock in Natasha, Shal-Port, Shal-Breck, and Shal-Dal.

99. When Feroz fraudulently transferred all of Sadruddin's shares of stock in Zarin to Feroz by concealing and hiding this fraudulent transfer from Sadruddin and Shiraz, Feroz breached his fiduciary duty of loyalty and utmost good faith, his fiduciary duty to act with the integrity of the strictest kind, his fiduciary duty of fair, honest dealing, and his fiduciary duty of full disclosure.

100. When Feroz fraudulently transferred all of Sadruddin's shares of stock in Natasha, Shal-Port, Shal-Dal, and Shal-Breck from Sadruddin to Feroz by concealing and hiding this fraudulent transfer from Sadruddin and Shiraz, Feroz breached his fiduciary duty of loyalty and utmost good faith, his fiduciary duty to act with the integrity of the strictest kind, his fiduciary duty of fair, honest dealing, and his fiduciary duty of full disclosure.

101. Feroz's breaches harmed Sadruddin because it deprived Sadruddin of 100% of the stock in Zarin.

102. Feroz's breach of fiduciary duty benefitted Feroz because Feroz transferred Sadruddin's stock in Zarin to Feroz for no consideration without the knowledge or consent of Sadruddin. This fraudulent transfer made Feroz the purported record owner of all of Zarin's assets and resulted in Feroz receiving all of the income from Zarin.

103. Feroz was also benefitted by his breach of fiduciary duty because Feroz fraudulently transferred all stock in Shal-Dal, Shal-Port, Shal-Breck, and Natasha from Sadruddin to Feroz.

104. Feroz's breaches harmed Sadruddin because they deprived Sadruddin of all of his ownership interest in Natasha, Shal-Port, Shal-Dal, and Shal-Breck and the benefits derived from same.

105. Feroz continued to breach his fiduciary duties, and, throughout the years, Feroz lied and affirmatively misled Sadruddin into believing Sadruddin was still the owner of all the stock in the family businesses, Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha while affirmatively concealing that Feroz had fraudulently transferred all of Sadruddin's stock into Feroz's name.

106. Feroz also breached his fiduciary duty to Sadruddin by failing to disclose to Sadruddin that Feroz had twice fraudulently conveyed ownership of the homes that Sadruddin was living in and owned.

107. In 2007, Feroz fraudulently conveyed Sadruddin's property at 3544 Paint Brush Lane, Bedford, Texas 76021 using a purported written Power of Attorney and kept the proceeds from the sale. Feroz affirmatively concealed the sale from Sadruddin and kept the proceeds. Sadruddin signed no written Power of Attorney to Feroz.

108. In March 2010, Feroz fraudulently executed a General Warranty Deed that purported to transfer ownership of Sadruddin's home located at 2000 Park Vista Lane, Euless, Texas 76039 from Feroz and Sadruddin to Feroz only. The General Warranty Deed was allegedly signed by Sadruddin, but was forged by Feroz.

109. Sadruddin never signed the General Warranty Deed, Sadruddin never believed he signed the General Warranty Deed, and Sadruddin does not remember signing the General Warranty Deed. If in fact Sadruddin signed the General Warranty Deed, Sadruddin signed it under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

110. As a result of these breaches of fiduciary duties, Sadruddin has been damaged in an amount to be determined by discovery and through an audit of the finances of Feroz, Zarin, Shal-Dal Shal-Breck, Shal-Port, and Natasha, but within the jurisdictional limits of this court.

,111. The actual damages shall include, but not be limited to, all shares of Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha stock and the value for same, the assets of Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha, and the values of the homes that have been fraudulently conveyed and transferred out of Sadruddin's possession.

Breach as to Shiraz

112. As brothers, Feroz and Shiraz have a fiduciary relationship.

113. When Feroz fraudulently transferred the family businesses from Sadruddin to Feroz and then removed Shiraz as an officer of Zarin, Feroz did so without Shiraz's consent or knowledge, breaching Feroz's fiduciary duty of loyalty and utmost good faith, Feroz's fiduciary duty of candor, his fiduciary duty to act with integrity of the strictest kind, Feroz's fiduciary duty of fair, honest dealing, and Feroz's fiduciary duty of full disclosure.

114. Feroz's breach of fiduciary duty harmed Shiraz because it deprived Shiraz of Shiraz's position in the family business and the benefits associated with same.

115. Shiraz seeks unliquidated damages within the jurisdictional limits of the court.

VII. CAUSES OF ACTION: Sadruddin

Count I: Domestic Violence/Elder Abuse****

116. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

117. Sadruddin has endured years of physical, mental, and emotional abuse from his son Feroz.

118. Along with threatening Sadruddin with bodily injury, Feroz has slapped and punched Sadruddin's face.

119. Feroz has told Sadruddin that Sadruddin will stop giving Sadruddin a monthly income and that Feroz will let Sadruddin lose Sadruddin's home and live on the streets.

120. As a result of the physical and mental abuse, Feroz has, through undue influence, fraudulent concealment, forgery, and fraudulent transfers, gained control of Sadruddin's income, Sadruddin's assets, Sadruddin's transportation, and Feroz has gained purported control of the family businesses, including the stock of Zarin, Natasha, Shal-Dal, Shal-Port, and Shal-Breck, and the assets of each.

121. Saddrudin seeks unliquidated damages within the jurisdictional limits of the court, including the return of all stock in Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha, and the assets of each.

Count II: Conversion

122. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

123. When Zarin was formed in 1985, Sadruddin owned all issued and outstanding shares of stock in Zarin. Sadruddin also owned all issued and outstanding shares of stock of Shal-Dal, Shal-Port, Shal-Breck, and Natasha when each company was incorporated.

124. Feroz wrongfully acquired and exercised dominion and control over all of Sadruddin's shares of stock in Zarin. On May 1, 1997, Zarin purportedly held a Special Directors' Meeting. During this purported meeting, an alleged resolution was adopted stating that 1000 shares of Common Stock of Zarin were to be transferred from Sadruddin to Feroz for the amount of \$1.00. Feroz forged the Special Directors' Meeting document.

125. The 1997 Special Directors' Meeting minutes were purported corporate minutes allegedly signed by Sadruddin. Sadruddin never signed these minutes, Sadruddin never believed he signed these minutes, and Sadruddin does not remember signing them. If in fact Sadruddin signed them, Sadruddin signed them under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

126. In addition to fraudulently transferring all of Sadruddin's shares of stock in Zarin from Sadruddin to Feroz, Feroz also fraudulently transferred all issued and outstanding shares of Shal-Dal, Shal-Port, Shal-Breck, and Natasha from Sadruddin to Feroz. Feroz affirmatively concealed these fraudulent transfers from Sadruddin and Shiraz.

127. Feroz's wrongful acts proximately caused injury to Sadruddin. Sadruddin fraudulently lost all of his stock in Zarin, his entire interest in Zarin's assets, and the benefits derived from same. Sadruddin also fraudulently lost all the stocks and assets of Shal-Dal, Shal-Port, Shal-Breck, and Natasha and the benefits derived from same.

128. Sadruddin seeks return of Zarin, all stock in Zarin, all of the assets of Zarin, and all of the assets derived from Zarin now in Feroz's control. Sadruddin further seeks the return of Shal-Dal, Shal-Breck, Shal-Port, and Natasha and the stocks and assets of each, as well as all assets derived from same now in Feroz's control.

Count 111- Undue Influence

129. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

130. When Zarin was formed in 1985, Sadruddin owned all stock in Zarin. Sadruddin also owned all stock in Natasha, Shal-Dal, Shal-Breck, and Shal-Port.

131. On May 1, 1997, Zarin purportedly held a Special Directors' Meeting. During this purported meeting, a resolution was allegedly adopted stating that all of Sadruddin's stock in Zarin was transferred from Sadruddin to Feroz for the amount of \$1.00.

132. These purported minutes were purportedly signed by Sadruddin. Sadruddin never signed these minutes, Sadruddin never believed he signed these minutes, and Sadruddin does not remember signing them. if in fact Sadruddin signed them, Sadruddin signed them under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

133. In addition to fraudulently transferring all of Sadruddin's stock in Zarin from Sadruddin to Feroz, Feroz also fraudulently transferred all stock in Shal-Dal, Shal-Port, Shal-Breck, and Natasha from Sadruddin to Feroz. Feroz affirmatively concealed these fraudulent transfers from Sadruddin and Shiraz.

134. Feroz used intimidation and threats of force to control Sadruddin.

135. Sadruddin did whatever Feroz said because Feroz, through such intimidation, threats, and physical and mental abuse of Sadruddin, purportedly controlled all of Sadruddin's income and assets. Sadruddin was afraid that if Sadruddin did do what Feroz wanted that Feroz would stop paying Sadruddin's living expenses. If this occurred, Sadruddin would be unable to pay Sadruddin's living expenses and would end up homeless as a result.

136. Sadruddin seeks return of Zarin, all stock in Zarin, all of the assets of Zarin, and all of the assets derived from Zarin now in Feroz's control. Sadruddin further seeks the return of Shal-Dal, Shal-Breck, Shal-Port, and Natasha and the stocks and assets of each, as well as all assets derived from same now in Feroz's control.

Count IV-Fraud (Paint Brush House)

Common-Law Fraud: Paint Brush House

137. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

138. When attempting to sell Sadruddin's house at 3544 Paint Brush Lane, Bedford, Texas 76021 (the "Paint Brush House"), Feroz falsely represented that Feroz was the attorney-in-fact for Sadruddin pursuant to a purported written Power of Attorney.

139. Feroz's false representation that Feroz was Sadruddin's attorney-in-fact was material because but for Feroz's false representations that Feroz was Sadruddin's attorney-in-fact pursuant to a purported written Power of Attorney and that Feroz had the authority to execute closing documents on Sadruddin's behalf, the Paint Brush House would not have been sold.

140. Feroz's representation that he was Sadruddin's attorney-in-fact pursuant to a purported written Power of Attorney was false. Feroz falsely represented that Feroz was Sadruddin's purported attorney-in-fact so that Feroz could sell the Paint Brush House; however, Sadruddin never granted Feroz Power of Attorney, nor appointed Feroz as attorney-in-fact.

141. Feroz made the false representation knowing it was false. Feroz knew that Feroz was not Sadruddin's attorney-in-fact.

142. Feroz intended for Feroz's false representation that Feroz was Sadruddin's purported attorney-in-fact pursuant to a purported written Power of Attorney to be relied on so that Feroz could sell the Paint Brush House. Feroz affirmatively concealed this false representation from Sadruddin and Shiraz.

143. Feroz's false representation was relied on when the Paint Brush House was purportedly sold.

144. Feroz's false representation directly and proximately caused injury to Sadruddin, which resulted in Sadruddin losing the Paint Brush House and the \$183,045.39 that the buyer paid to Feroz in exchange for it.

145. Sadruddin seeks unliquidated damages within the jurisdictional limits of this court, including the value of the Paint Brush House.

Fraud by Misrepresentation (Statutory Fraud): Paint Brush House

146. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

147. Under [Tex. Bus. & Com. Code § 27.01\(a\)](#), fraud in a transaction involving real estate or stock in a corporation consists of a false representation of a past or existing material fact, when the false representation is (A) made to a person for the purpose of inducing that person to enter into a contract; and (B) relied on by that person in entering into that contract.

148. Feroz was a party to a purported transaction involving real estate, which is located at Lot 3, in Block 1, of RUSTIC WOODS ADDITION, an addition to the City of Bedford, Tarrant County, Texas, according to the Map or Plat thereof recorded in Volume 388-215, Page 57, Plat Records, Tarrant County, Texas, also known as 3544 Paint Brush Lane, Bedford, Texas 76021.

149. During the purported transaction, Feroz made a false representation of material fact. Feroz signed an affidavit that stated that Feroz was the attorney-in-fact for Sadruddin and Zarina Shalwani pursuant to a purported written Power of Attorney and that Feroz had been named their agent and attorney. Feroz falsely represented that Feroz was authorized to act as attorney-in-fact on behalf of Sadruddin and Zarina pursuant to a purported written Power of Attorney.

150. Feroz affirmatively concealed this false representation from Sadruddin and Shiraz.

151. Feroz made the false representation that Feroz was Sadruddin's attorney-in-fact so that Feroz could enter into a purported contract to sell the Paint Brush House.

152. Feroz's false representation was relied on when the purported contract to sell the Paint Brush House was closed and the Paint Brush House was purportedly sold.

153. Feroz's false representation directly and proximately caused injury to Sadruddin, which resulted in the Paint Brush House being purportedly sold and Sadruddin not receiving the \$183,045.39 that the buyer paid to Feroz in consideration for the Paint Brush House.

154. Feroz affirmatively concealed the purported sale of the Paint Brush House from Sadruddin and Shiraz.

155. Sadruddin seeks unliquidated damages within the jurisdictional limits of this court, including the value of the Paint Brush House.

Fraud by Nondisclosure: Paint Brush House

156. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

157. Feroz failed to disclose material facts related to the purported sale of the Paint Brush House.

158. Feroz had a duty to disclose that Feroz was about to sell the Paint Brush House to Sadruddin because Feroz had a family fiduciary relationship with Sadruddin. The relationship between Sadruddin and Feroz is a confidential relationship, as Sadruddin and Feroz are father and son.

159. The information was material because it related to the purported sale of the Paint Brush House, which was Sadruddin's home.

160. Feroz knew Sadruddin was ignorant of the information and did not have an equal opportunity to discover the truth.

161. Feroz deliberately remained silent and did not disclose to Sadruddin that Feroz was about to purportedly sell the Paint Brush House, which was Sadruddin's home.

162. By deliberately remaining silent, Feroz intended for Sadruddin to act without the information.

163. Sadruddin relied on Feroz's deliberate silence.

164. By deliberately remaining silent, Feroz directly and proximately caused injury to Sadruddin, which resulted in the Paint Brush House purportedly being sold without Sadruddin's consent and Sadruddin not receiving the \$183,045.39 that the buyer paid to Feroz in consideration for the Paint Brush House. Feroz affirmatively concealed the purported sale of the Paint Brush House from both Sadruddin and Shiraz.

165. Sadruddin seeks unliquidated damages within the jurisdictional limits of this court, including the value of the Paint Brush House.

Count V-Fraud (Park Vista House)

Common-Law Fraud: Park Vista House

166. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

167. On March 23, 2010, Feroz forged Sadruddin's signature to a General Warranty Deed that purportedly conveyed title to Sadruddin's house, located at 2000 Park Vista Lane, Euless, Texas 76039 ("Park Vista House"), from the names of Feroz and Sadruddin to Feroz's name only.

168. The General Warranty Deed was purportedly signed by Sadruddin. Sadruddin never signed the General Warranty Deed, Sadruddin never believed he signed the General Warranty Deed, and Sadruddin does not remember signing the General Warranty Deed. If in fact Sadruddin signed the General Warranty Deed, Sadruddin signed it under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

169. Feroz represented to Sadruddin that Sadruddin owned the Park Vista House, even though title to the Park Vista House was purportedly fraudulently transferred to Feroz.

170. Feroz's representation to Sadruddin that Sadruddin owned the Park Vista House was material because Sadruddin continued to believe that Sadruddin owned the Park Vista House.

171. Feroz's representation to Sadruddin that Sadruddin owned the Park Vista House after Feroz fraudulently conveyed title of it to Feroz was false. Sadruddin did not own the Park Vista House because Feroz had fraudulently transferred the title to the Park Vista House to Feroz without knowledge or consent of Sadruddin.

172. Feroz made the false representation knowing it was false. Feroz knew that Sadruddin did not own the Park Vista House because Feroz had fraudulently transferred title to the Park Vista House to Feroz and had affirmatively concealed the fraudulent transfer from both Sadruddin and Shiraz.

173. Feroz intended for Sadruddin to rely on Feroz's false representation that Sadruddin owned the Park Vista House.

174. Feroz's false representation was relied on when Sadruddin continued to believe that Sadruddin owned the Park Vista House.

175. Feroz's false representation directly and proximately caused injury to Sadruddin, which resulted in Sadruddin losing ownership in the Park Vista House due to Feroz's fraudulent conveyance.

176. Sadruddin seeks unliquidated damages within the jurisdictional limits of this court, including the value of the Park Vista House.

Fraud by Misrepresentation (Statutory Fraud): Park Vista House

177. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

178. Under [Tex. Bus. & Com. Code § 27.01\(a\)](#), fraud in a transaction involving real estate or stock in a corporation consists of a false promise or representation of a past or existing material fact, when the false promise or representation is (A) made to a person for the purpose of inducing that person to enter into a contract; and (B) relied on by that person in entering into that contract.

179. Feroz was a party to a purported transaction involving real estate, which is located at 2000 Park Vista Lane, Euless, Texas 76039.

180. Feroz forged Sadruddin's signature to a General Warranty Deed that purported to convey ownership of the Park Vista House from being in the names of Feroz and Sadruddin to being in the name of Feroz only.

181. The General Warranty Deed was purportedly allegedly signed by Sadruddin. Sadruddin never signed the General Warranty Deed, Sadruddin never believed he signed the General Warranty Deed, and Sadruddin does not remember signing the General Warranty Deed. If in fact Sadruddin signed the General Warranty Deed, Sadruddin signed it under duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

182. During the fraudulent transaction, Feroz made a false promise of material fact to Sadruddin. Feroz falsely represented to Sadruddin that Sadruddin would own the Park Vista House.

183. Feroz made the false representation that Sadruddin owned the Park Vista House, and Sadruddin relied on Feroz's false representation. Feroz affirmatively concealed the fraudulent transfer of the Park Vista House to Feroz from both Sadruddin and Shiraz.

184. Feroz's false representation directly and proximately caused injury to Sadruddin, which resulted in Sadruddin not owning the Park Vista House.

185. Sadruddin seeks unliquidated damages within the jurisdictional limits of this court, including the value of the Park Vista House.

Fraud by Nondisclosure: Park Vista House

186. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

187. Feroz forged Sadruddin's signature to a General Warranty Deed that purported to convey ownership of Park Vista House from being in the name of Sadruddin and Feroz to being in Feroz's name only.

188. Feroz failed to disclose material facts that Feroz was going to fraudulently convey title to Sadruddin's ownership in Park Vista House from being in the name of Sadruddin and Feroz to being in Feroz's name only.

189. The General Warranty Deed was purportedly allegedly signed by Sadruddin. Sadruddin never signed the General Warranty Deed, Sadruddin never believed he signed the General Warranty Deed, and Sadruddin does not remember signing the General Warranty Deed. If in fact Sadruddin signed the General Warranty Deed, Sadruddin signed them it duress and the contents were affirmatively concealed from Sadruddin and Shiraz by Feroz.

190. Feroz had a duty to disclose that Feroz was about to transfer ownership of the Park Vista House from Sadruddin's name into Feroz's name because Feroz had an informal fiduciary relationship with Sadruddin. The relationship between Sadruddin and Feroz is a confidential relationship, as Sadruddin and Feroz are father and son.

191. The information was material because it related to the ownership of the Park Vista House.

192. Feroz knew Sadruddin was ignorant of the information and did not have an equal opportunity to discover the truth.

193. Feroz deliberately remained silent and did not disclose to Sadruddin that Feroz fraudulently transferred Sadruddin's ownership of the Park Vista House to Feroz.

194. By deliberately remaining silent, Feroz intended for Sadruddin to act without the information.

195. Sadruddin relied on Feroz's deliberate silence.

196. By deliberately remaining silent, Feroz directly and proximately caused injury to Sadruddin, which resulted in Sadruddin losing ownership of the Park Vista House.

197. Sadruddin seeks unliquidated damages within the jurisdictional limits of this court, including the value of the Park Vista House.

Count VI. Fraud (the stock)

Common-Law Fraud: Stock

198. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

199. Feroz fraudulently transferred all of Sadruddin's stock in Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha from Sadruddin to Feroz.

200. Feroz represented to Sadruddin that Sadruddin owned all the stock in Zarin, Natasha, Shal-Breck, Shal-Dal, and Shal-Port, even though all the stock in Zarin, Natasha, Shal-Breck, Shal-Dal, and Shal-Port was fraudulently transferred from Sadruddin to Feroz and said fraudulent transfers were affirmatively concealed by Feroz from Sadruddin and Shiraz.

201. Feroz's representation to Sadruddin that Sadruddin owned all the stock in Zarin, Natasha, Shal-Dal, Shal-Port, and Shal-Breck was false. Sadruddin did not own all the stock in Zarin, Natasha, Shal-Port, Shal-Dal, and Shal-Breck because Feroz fraudulently transferred all the stock in Zarin, Natasha, Shal-Dal, Shal-Port, and Shal-Breck from Sadruddin to Feroz, and Feroz affirmatively concealed these fraudulent transfers from Sadruddin and Shiraz.

202. Feroz made the false representation knowing that it was false. Feroz knew that Sadruddin did not own all the stock in Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha because Feroz fraudulently transferred all the stock in Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha from Sadruddin to Feroz and had affirmatively concealed the fraudulent transfer from both Sadruddin and Shiraz.

203. Feroz intended for Sadruddin to rely on Feroz's false representation that Sadruddin owned all the stock in Zarin, Natasha, Shal-Dal, Shal-Port, and Shal-Breck.

204. Feroz's false representation was relied on when Sadruddin continued to believe that Sadruddin owned all the stock in Zarin, Natasha, Shal-Dal, Shal-Port, and Shal-Breck.

205. Feroz's false representations directly and proximately caused injury to Sadruddin, which resulted in Sadruddin losing ownership of all the stock in Zarin, Natasha, Shal-Breck, Shal-Dal, and Shal-Port due to Feroz's fraudulent transfers.

206. Sadruddin seeks return of Zarin, Natasha, Shal-Dal, Shal-Breck, Shal-Port, and the assets of each company and all benefits derived therefrom.

Fraud by Nondisclosure: Common Stock

207. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

208. Feroz failed to disclose material facts related to Feroz's fraudulent transfer of Sadruddin's stock in Zarin, Natasha, Shal-Dal, Shal-Breck, and Shal-Port from Sadruddin to Feroz. Feroz failed to disclose to Sadruddin that Sadruddin no longer owned any stock in Zarin, Natasha, Shal-Dal, Shal-Breck, and Shal-Port because Feroz had fraudulently transferred said stock to Feroz and affirmatively concealed said fraudulent transfers from Sadruddin and Shiraz.

209. Feroz had a duty to disclose the information to Sadruddin because Feroz had a fiduciary relationship with Sadruddin.

210. The information was material because it involved a purported transfer of all of the stock in Shal-Dal, Shal-Port, Shal-Breck, and Natasha from Sadruddin to Feroz.

211. Feroz knew Sadruddin was ignorant of the information and did not have an equal opportunity to discover the truth.

212. Feroz deliberately remained silent and did not disclose the fraudulent stock transfers or the fraudulent company transfers to Sadruddin.

213. By deliberately remaining silent, Feroz intended for Sadruddin to act without the information.

214. Sadruddin relied on Feroz's deliberate silence.

215. By deliberately remaining silent, Feroz's false representations directly and proximately caused injury to Sadruddin, which resulted in Sadruddin losing ownership of all the stock in Zarin, Natasha, Shal-Breck, Shal-Dal, and Shal-Port due to Feroz's fraudulent transfers.

216. Sadruddin seeks return of Zarin, Natasha, Shal-Dal, Shal-Breck, Shal-Port, and the assets of each company and all benefits derived therefrom.

Statutory Fraud: Common Stock

217. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

218. Under [Tex. Bus. & Com. Code § 27.01\(a\)](#), fraud in a transaction involving real estate or stock in a corporation consists of a false representation of a past or existing material fact, when the false representation is (A) made to a person for the purpose of inducing that person to enter into a contract; and (B) relied on by that person in entering into that contract.

219. Sadruddin and Feroz were parties to purported transactions involving all stock in Zarin, Natasha, Shal-Dal, Shal-Breck, and Shal-Port.

220. During the purported transactions, Feroz made a false representation of material fact to Sadruddin that Sadruddin owned all the stock in Zarin, Natasha, Shal-Dal, Shal-Port, and Shal-Breck.

221. Sadruddin relied on Feroz's representation that Sadruddin owned all stock in Zarin, Natasha, Shal-Dal, Shal-Port, and Shal-Breck, and Sadruddin believed that he owned all stock in each respective company.

222. Feroz purportedly transferred all of Sadruddin's stock in Zarin, Natasha, Shal-Dal, Shal-Port, and Shal-Breck from Sadruddin to Feroz while affirmatively concealing the purported transfer from Sadruddin and Shiraz.

223. Feroz's false representations directly and proximately caused injury to Sadruddin, which resulted in Sadruddin losing ownership of all the stock in Zarin, Natasha, Shal-Breck, Shal-Dal, and Shal-Port due to Feroz's fraudulent transfers.

224. Sadruddin seeks return of Zarin, Natasha, Shal-Dal, Shal-Breck, Shal-Port, and the assets of each company and all benefits derived therefrom.

VIII. PARTICIPATORY LIABILITY

Conspiracy against Platinum

225. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

226. Platinum, in combination with Feroz, agreed to fraudulently transfer all stock in Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha from Sadruddin and Feroz, and Feroz and Platinum affirmatively concealed the fraudulent transactions from Sadruddin and Shiraz. Feroz and Platinum had an agreement to fraudulently convey title to the Paint Brush House and the Park Vista House from Feroz to Sadruddin and both Feroz and Platinum affirmatively concealed said fraudulent transfers from Sadruddin and Shiraz.

227. Platinum and Feroz had a meeting of the minds regarding the fraudulent transfers of all stock in Zarin, Natasha, Shal-Dal, Shal-Breck, and Shal-Port from Sadruddin to Feroz and the fraudulent transfers of ownership of the Paint Brush House and the Park Vista House from Sadruddin to Feroz.

228. To accomplish the object of Feroz and Platinum's agreement, Feroz fraudulently transferred all stock in Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha from Sadruddin to Feroz while affirmatively concealing said fraudulent transfers from Sadruddin and Shiraz. Feroz also fraudulently transferred ownership of the Paint Brush House and the Park Vista House from Sadruddin to Feroz while affirmatively concealing these fraudulent transfers from Sadruddin and Shiraz.

229. Platinum knew about the fraudulent transfers of all of Sadruddin's stock in Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha from Sadruddin to Feroz, and Platinum acquiesced in said fraudulent transfers and received the benefits of same. Platinum also knew about Feroz's fraudulent transfers of ownership of the Paint Brush House and the Park Vista House from Sadruddin to Feroz, and Platinum acquiesced in said fraudulent transfers and received the benefits of same.

230. Feroz and Platinum's agreement to fraudulently transfer all stock in Zarin, Natasha, Shal-Dal, Shal-Breck, and Shal-Port from Sadruddin to Feroz while affirmatively concealing said fraudulent transfers from Sadruddin and Shiraz proximately caused injury to Sadruddin, which resulted in him losing all stock in Zarin, Natasha, Shal-Dal, Shal-Breck, and Shal-Port. Feroz and Platinum's agreement to fraudulently transfer ownership of the Paint Brush House and the Park Vista House while affirmatively concealing said transfers from Sadruddin and Shiraz proximately caused injury to Sadruddin, which resulted in him in losing ownership of the Paint Brush House and the Park Vista House.

231. Sadruddin seeks return of Zarin, Shal-Dal, Shal-Breck, Shal-Port, and Natasha and the stocks and assets of each, as well as all assets derived from same now in Feroz's control. Sadruddin further seeks the value of the Paint Brush House and the Park Vista House.

IX. DAMAGES

A. Actual Damages

232. Shiraz incorporates by reference each and every preceding paragraph as stated herein.

233. Shiraz would show that the actual damages incurred and for which each seeks judgment against Defendants as a result of their conduct are far in excess of the minimal jurisdictional limits of this Court, and are to be determined by discovery.

B. Attorney's Fees

234. Shiraz requests reasonable and necessary attorney's fees pursuant to Tex. Civ. Prac. & Remedies Code § 37.009.

235. Shiraz requests reasonable and necessary attorney's fees pursuant to [Tex. Bus. & Com. Code § 27.01\(e\)](#).

236. Shiraz requests reasonable and necessary attorney's fees as an element of exemplary damages.

C. Exemplary Damages

237. Shiraz would show that the conduct of Defendants was intentional, was intended to injure and harm Sadruddin, and was committed with malice toward Sadruddin, for which the law allows the imposition of exemplary damages against Defendants in such circumstances.

238. Shiraz requests judgment against Defendants for exemplary damages in reasonable relationship to the amount of Shiraz's actual damages.

D. Constructive Trust

239. As a result of the foregoing actions by the Defendants, Shiraz requests that a constructive trust for the benefit of Sadruddin be imposed on Defendant Feroz Shalwani and all his assets, wherever they may be, including all stock in Zarin, Shal-Dal, Shal-Port, Shal-Breck, Natasha, and all assets of each; Defendant Platinum Shalwani and all her assets, wherever they may be.

X. REQUEST FOR INJUNCTIVE RELIEF

240. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

241. Sadruddin would further show that Feroz is continuing to physically and mentally abuse Sadruddin, and Feroz is continuing to receive, spend, sell, or otherwise use or dispose of Sadruddin's assets and is continuing to financially manage and operate Zarin, Shal-Breck, Shal-Dal, Shal-Port and Natasha to Sadruddin's detriment, and Feroz will continue to do so to the detriment of its true owner, Sadruddin, unless Feroz is restrained and enjoined.

242. Sadruddin would further show that Platinum is continuing to receive the benefits of Feroz's fraudulent transfers and requests that Platinum be enjoined and restrained from spending, selling, or otherwise disposing of Sadruddin's assets now in Feroz's possession.

243. There is immediate danger in that Feroz has already physically and mentally abused Sadruddin and will continue to do so if not restrained and enjoined from communicating, threatening, and causing bodily injury to Sadruddin, in person, by telephone,

or in writing so by this Court, and Feroz and Platinum have concealed fraudulent transfers to Feroz and will continue to attempt to do so, and will attempt to secrete, conceal, dispose of or otherwise convert the assets which belong to Sadruddin, if not restrained and enjoined from doing so by this Court.

244. Sadruddin will suffer immediate, irreparable harm for which there is no adequate remedy at law, unless Feroz is so restrained and enjoined.

245. Such irreparable harm will include likelihood that Sadruddin's assets will be dissipated, converted, and secreted by Feroz and Platinum, and Feroz and Platinum are unlikely to be able to answer in damages for same.

246. The request for injunctive relief is made pursuant to the Application for Temporary Restraining Order and Injunctive Relief filed herewith is incorporated herein by reference, for all purposes, in order to preserve the status quo, in order that justice may be done and not to harm or injure Feroz.

XI. APPLICATION FOR RECEIVER

247. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

248. Sadruddin has instituted this action to obtain appointment of a receiver over all of family businesses now controlled by Feroz, including all of Feroz's assets, property, accounts, and stocks, wherever they may be, including the stock and assets of Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha; and all of Platinum's assets, property, accounts, and stocks, wherever they may be.

249. Appointment of a receiver is authorized pursuant to (i) Tex. Bus. Org. Code Sec. 11.403 (a) (3) (action between partners or others jointly owning or interested in the property or fund), and (ii) [Tex. Civ. Prac. & Rem. Code Sec. 64.001 \(a\) \(3\)](#).

250. Sadruddin has a probable interest in or right to the property consisting of the family businesses, as the owner and the patriarch of the family businesses, and said property is in danger of being lost, removed, or materially injured by Feroz as Feroz has fraudulently conveyed same to himself without the knowledge and consent of Sadruddin and has affirmatively concealed same from Sadruddin and Shiraz.

251. Circumstances exist which necessitate the appointment of a receiver to conserve the property or fund and avoid further damages to Sadruddin; all requirements of law have been complied with; and other available legal and equitable remedies are inadequate as Feroz, through fraudulent transfers, possesses record ownership on paper.

252. Sadruddin owns the stock of Zarin, Shal-Breck, Shal-Port, Shal-Dal, and Natasha and their respective assets, because Sadruddin never transferred any stock to Feroz, and Sadruddin can demonstrate that all of Feroz's assets can be traced from the companies that Sadruddin started and owned as the family businesses, including Zarin, Natasha, Shal-Dal, Shal-Port, and Shal-Breck.

253. If a receiver is not appointed, harm is imminent to Sadruddin because Feroz fraudulently controls on paper all of Sadruddin's income and assets. Feroz will refuse to pay Sadruddin his monthly income, and Feroz could hide or sell Sadruddin's assets. If a receiver is not appointed over Platinum's assets, Feroz could transfer assets into his wife Platinum's name and Platinum could hide or sell Sadruddin's assets.

254. The harm that will result if a receiver is not appointed is irreparable because Feroz will most certainly hide or dissipate Sadruddin's assets, and Sadruddin's assets will be depleted. Feroz could also transfer Sadruddin's assets into Platinum's name, and Platinum would most certainly hide or dissipate Sadruddin's assets, and Sadruddin's assets will be depleted.

255. Sadruddin has no adequate remedy at law because there will be irreparable injury to Sadruddin's property if a receiver is not appointed.

256. The property as to which appointment of a receiver is sought is as follows:

- a. All property, accounts, stocks, cash, and assets in Feroz's name;
- b. All property, accounts, stocks, cash, and assets in Platinum's name;
- c. Zarin, Shal-Port, Shal-Dal, Shal-Breck, Natasha, and all assets of each.

257. The receiver shall be authorized to do any and all acts necessary to the proper and lawful conduct of the receivership, including the following:

- a. Enter upon and take possession and control of any or all of the property owned by Feroz, Platinum, Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha;
- b. Take and maintain possession of all documents, books, records, papers and accounts relating to Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha;
- c. Exclude Feroz wholly from property owned by Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha;
- d. Manage and operate Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha in the ordinary course;
- e. Preserve and maintain property and assets owned by Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha;
- f. Preserve and maintain property and assets owned by Feroz and Platinum;
- g. Make repairs and alterations to property owned by Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha;
- h. Complete any construction or repair of the improvements on any property owned by Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha;
- i. Execute and deliver, as attorney-in-fact and agent of Feroz, Platinum, Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha or in its own name as receiver, such documents and instruments as are necessary or appropriate to consummate authorized transactions;
- j. Collect and receive the profits from Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha;
- k. Distribute money to Sadruddin monthly to pay for Sadruddin's living expenses and reasonable and necessary attorney's fees;
- l. Any other right allowed by law either in statute or in common law.

XII. ACTION FOR ACCOUNTING

258. Shiraz incorporates each and every one of the preceding paragraphs in this pleading as if stated in full herein.

259. Sadruddin requests that the court order Feroz to account to Sadruddin for all profits, assets, losses, and anything derived from Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha.

260. Further, Sadruddin requests that the court impose a constructive trust for the benefit of Sadruddin over all of family businesses, Zarin; Shal-Dal; Shal-Port; Shal-Breck; and Natasha, now controlled by Feroz and Platinum, including all of Feroz's assets, property, accounts, and stocks, wherever they may be, including the stock and assets of Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha, and including all of Platinum's assets, property, accounts, and stocks, wherever they may be.

261. In addition to appointing a receiver, Sadruddin requests that the court appoint an auditor pursuant to [Texas Rule of Civil Procedure 172](#).

XIII. REQUESTS FOR DISCLOSURE

262. Under Texas Rule of Civil Procedure 194. Sadruddin and Shiraz request that Defendants disclose within fifty five (55) days of service of this request, the information or material described in Rule 194.2.

XIV. JURY DEMAND

263. Shiraz asserts his right to a trial by jury, under [Texas Constitution article 1, section 15](#), and makes this demand for a jury trial in accordance with [Texas Rule of Civil Procedure 216](#).

264. Shiraz tenders the fee of \$30.00 for district court, as required by [Texas Government Code section 51.604\(a\)](#).

XV. PRAYER

265. WHEREFORE PREMISES CONSIDERED, Plaintiffs request Defendants be cited to appear and answer, that after notice and hearing, Feroz and Platinum be temporarily enjoined and that a receiver be appointed to protect and preserve Zarin, Shal-Dal, Shal-Port, Shal-Breck, and Natasha and the property, stock, and assets of each pending the outcome of this proceeding, and that upon trial that Feroz be permanently restrained and enjoined from financially managing and operating Zarin, Shal-Port, Shal-Dal, Shal-Breck, and Natasha and that Feroz be permanently restrained and enjoined from communicating with, threatening, or causing bodily injury to Sadruddin. Plaintiffs further request an Action for Accounting and appointment of an auditor pursuant to [Texas Rule of Civil Procedure 172](#). Plaintiffs request that Plaintiffs have judgment against Defendants for the above requested damages, for reasonable and necessary attorney's fees, and and for such other and further relief at law or in equity specific and general to which Plaintiffs may show themselves justly entitled to receive.

Footnotes

¹ [Comer v. El Paso Nat'l Bank](#), 498 S.W.2d 457, 458 (Tex. App.—El Paso 1973).